



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

TORTS—INDUCING BREACH OF CONTRACT—JUSTIFICATION.—Where representatives of a labor union, for the purpose of securing steady employment for union men, knowing of the existence of a contract between the plaintiff and a manufacturer, induced the latter to break that contract, to the damage of the plaintiff, they were *held* liable for the resulting damage. *R. & W. Hat Shop v. Sculley* (Conn., 1922), 118 Atl. 55.

The principal case is in accord with the doctrine generally prevailing in England and America that it is an actionable wrong knowingly to induce a breach of contract without sufficient justification or excuse. *Lumley v. Gye*, 2 El. & B. 216; *Bowen v. Hall*, 6 Q. B. D. 333; *Quinn v. Leathem* (1901), App. Cas. 495. See ANN. CAS. 1916 E, 608, for collection of American authorities. Although this doctrine was only applied to cases involving contracts for personal service in the earlier decisions, modern courts have extended its application to contracts of all classes. *Wheeler-Stenzel Co. v. American Window Glass Co.*, 202 Mass. 471; *Kock v. Burgess*, 167 Ia. 727; *Bowen v. Speer* (Tex.), 166 S. W. 1183; *Jones v. Stanly*, 76 N. C. 355. A few jurisdictions, however, still restrict the doctrine to contracts for personal service. *Chambers & Marshall v. Baldwin*, 91 Ky. 121, 34 A. S. R. 165, 11 L. R. A. 545; *Glencoe Land and Gravel Co. v. Hudson Bros. Commission Co.*, 138 Mo. 439, 60 A. S. R. 560, 36 L. R. A. 804. The law is unsettled as to what constitutes sufficient justification or excuse for inducing a breach of contract. POLLOCK ON TORTS, Ed. 11, p. 346. In the principal case the promotion of self-interest and the absence of ill will toward the injured person were relied upon as a defense. It is well settled that the mere absence of ill will toward the injured party is no defense, *Tubular Rivet and Stud Co. v. Exeter Boot and Shoe Co.*, 159 Fed. 824, while pecuniary gain, whether in trade competition, *Cumberland Glass Mfg. Co. v. DeWitt*, 120 Md. 381, Ann. Cas. 1915 A. 702; *Beekman v. Marsters*, 195 Mass. 205, or in a conflict between employer and employee, *George Jonas Glass Co. v. Glass Bottle Blowers' Assn.*, 77 N. J. Eq. 219, is not sufficient justification to gain immunity for one who knowingly induces the breach of a contract. See BIGELOW ON TORTS, Ed. 8, Chapter 7, and 4 IOWA L. BUL. 210.

TORTS—MALICIOUS PROSECUTION—FUNCTIONS OF COURT AND JURY IN DETERMINING PROBABLE CAUSE.—In a recent New York case of malicious prosecution the court *held*, that when the facts are disputed, or, though undisputed, are susceptible of conflicting inferences as to probable cause, that question is one of fact for the jury. *Halsey v. New York Society for Suppression of Vice* (N. Y., 1922), 136 N. E. 219.

The general rule of the common law sustained by the overwhelming weight of authority both in England and America is that what facts, and whether particular facts, constitute probable cause, is always a question for the court, which it is error for him to submit to the decision of the jury. *Panton v. Williams*, 2 Q. B. 169; *Michael v. Matson*, 81 Kan. 360, L. R. A. 1915D, 1, and note; NEWELL, MAL. PROS. 276 *et seq.* While the general rule appears to have been altered by the principal case, many other cases in New York, however, sustain the result of the principal case. *Heyne v. Blair*,